

**IN THE CIRCUIT COURT OF TENNESSEE FOR THE TWENTY-EIGHTH JUDICIAL
DISTRICT AT ALAMO, TENNESSEE**

**WILLIAM GRIFFIN and
BILLIE GRIFFIN,**

Plaintiffs,

vs.

**AMERICAN SELECT INSURANCE
COMPANY d/b/a WESTFIELD,**

Defendant.

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**Docket No.: 3592
JURY DEMAND**

**RESPONSES TO
PLAINTIFFS' 1ST REQUESTS FOR ADMISSION TO AMERICAN SELECT
INSURANCE COMPANY d/b/a WWESTFIELD**

Comes now American Select Insurance Company, by and through counsel, and respectfully submits the following responses to request for admissions propounded by the Plaintiffs.

1. American Select issued a policy of insurance to Plaintiffs ("Policy") for the property located at 128 Poplar Street, Gadsden, TN 38337-3546 ("Property").

ADMIT OR DENY: Admit.

2. American Select inspected the Property prior to issuing the Policy.

ADMIT OR DENY: Deny.

3. At all material times, Plaintiffs had an insurable interest in the Property

ADMIT OR DENY: After having made reasonable inquiry, the information known or readily obtainable by this party is insufficient to enable it to admit or deny.

4. The Property sustained direct physical damage caused by water while the Policy was in full force and effect (the “loss”).

ADMIT OR DENY: Admit, however, it appears to have been limited to damage to the vinyl flooring in the bathroom.

5. American Select was notified of the loss pursuant to the terms and conditions of the Policy.

ADMIT OR DENY: Deny.

6. Plaintiffs submitted an insurance claim to American Select (the “claim”) pursuant to the terms and conditions of the Policy.

ADMIT OR DENY: Admit that a claim was made and deny that it was made pursuant to the terms and conditions of the Policy.

7. As of the date of this lawsuit, there were no outstanding requests by American Select for documents or information in connection with its investigation and adjustment of the claim.

ADMIT OR DENY: Admit.

8. Plaintiffs complied with all duties after a loss pursuant to the Policy.

ADMIT OR DENY: Deny.

9. The Policy provides coverage for direct loss to Property described in Coverages A and B only if that loss is a physical loss to Property.

ADMIT OR DENY: Admit that the policy provides coverage for direct physical loss to the property subject to all of the terms and provisions of the policy and applicable endorsements. Deny that it provides coverage on any other basis.

10. Plaintiffs submitted Claim No. 0002108959 to American Select pursuant to the terms and conditions of the Policy.

ADMIT OR DENY: Deny.

11. American Select was not prejudiced during its investigation of Claim No. 0002108959.

ADMIT OR DENY: After having made reasonable inquiry, the information known or readily obtainable by this party is insufficient to enable it to admit or deny.

12. As of the date of this lawsuit, there were no outstanding requests by American Select for documents or information in connection with its investigation and adjustment of claim number Claim No. 0002108959.

ADMIT OR DENY: Admit.

13. Plaintiffs complied with all duties after loss pursuant to the Policy.

ADMIT OR DENY: Deny.

14. Plaintiffs complied with all conditions precedent.

ADMIT OR DENY: Deny.

15. Plaintiffs informed American Select of their disagreement with American Select's coverage decision regarding Claim No. 0002108959 prior to filing suit.

ADMIT OR DENY: Admit.

16. During its investigation of Claim No. 0002108959 American Select found water damage at the Property which occurred during the policy period between July 2, 2019 and July 2, 2020.

ADMIT OR DENY: Admit that the Defendant found water damage to the vinyl flooring in the bathroom. After having made reasonable inquiry, the information known or readily obtainable by this party is insufficient to enable it to admit or deny this request as it relates to the date of the damage.

Respectfully submitted,

SMITH & TOMKINS

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*Attorney for American Select Insurance
Company*

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of December, 2021 a true and exact copy of the foregoing has been mailed to:

Ms. Alex S. Fisher
Morgan & Morgan – Nashville
810 Broadway, Suite 105
Nashville, TN 37203

/s/ James R. Tomkins
JAMES R. TOMKINS